**Delaware Department of Technology and Information**

**agreement COVER PAGE**

**AGREEMENT NUMBER DTI240054-VIDEO\_SURV**

**BETWEEN**

**STATE OF DELAWARE**

**AND**

**<INSERT VENDOR FULL NAME>**

**Video Surveillance Systems**

 **Department Primary Contact: Amy Miller**

 **IT Procurement Officer**

**Service Owner: Aashish Patel, Enterprise Security Operations Director**

**Section: Security**

 **Vendor Primary Contact: Name, Title**

 **Vendor Executive Contact: Name, Title**

**AGREEMENT NUMBER DTI240054-VIDEO\_SURV**

**BETWEEN**

**STATE OF DELAWARE**

**AND**

**<Insert Vendor Full Name>**

This Agreement made and the day, month, and year affixed by the signature of the Department of Technology and Information’s (DTI) representative by and between the DTI a department created under the laws of the State of Delaware, hereinafter referred to as “Department”, and <Insert Vendor Name>, hereinafter referred to as the” Vendor”, whose address is <Insert Vendor Street/mailing address and zip code>.

**WHEREAS,** the Department desires to obtain services related to Video Surveillance Systems.

**WHEREAS,** Vendor desires to provide such services to the Department on the terms set forth below;

**WHEREAS,** theDepartment andVendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

For in the consideration of the premises and mutual agreements herein, Department and Vendor agree as follows:

1. **TERM**

The initial term of this Agreement shall be for two (2) years from the execution date of this Agreement. Upon mutual consent, the term of this agreement may be extended for three (3), one-year terms.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

1. **SCOPE**
	1. Vendor shall perform for the Department the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
	2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (i) this Agreement (including any amendments or modifications thereto); (ii) Department’s request for proposals, attached hereto as Attachment X; (iii) Vendor’s response to the request for proposals, attached hereto as Attachment X; and (iiii) DTI’s Terms and Conditions Governing Cloud Services and Data Usage Agreement, attached hereto as Attachment X.
	3. The Department may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by the Vendor shall be furnished, without the written authorization of the Department. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Agreement, it shall notify the Vendor, who shall then submit to the Department a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price, or the time required by the Vendor for any aspect of its performance under this Agreement. Once approved an Addendum will be issued for the contract stating the changes.

Pricing of changes shall be consistent with those established within this Agreement.

* 1. The Vendor will not be required to make changes to its scope of work that result in the Vendor’s costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 2 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.
1. **PAYMENT FOR SERVICES AND EXPENSES**
	1. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State’s full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Department budget and technical review.
	2. The Department will pay the Vendor for the products and services described in Attachment X, Statement of Work. The fee will be paid in accordance with the Price List attached hereto as part of Attachment X.
	3. Delaware’s obligation to pay Vendor for the performance of services described in Attachment X, Vendor’s Master Service Agreement. It is expressly understood that the work defined in the appendices to this Agreement must be completed by the Vendor and it shall be the Vendor’s responsibility to ensure that services do not exceed the agreed fee. The Department’s total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in the Department’s purchase order(s) to the Vendor. The State will not be liable for any goods or services provided by the vendor prior to the receipt of an approved purchase order.
	4. The Department will consider the Vendor’s request to update Attachment X, <Price list, Master Service Agreement, Enterprise Licensing Agreement etc.> on a quarterly/monthly/annual basis for additions to the catalog offering only. Changes to Attachment X are not permitted without written approval by the Department.
	5. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DTI24-0054-VIDEO\_SURV on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
	6. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
	7. Vendor shall submit monthly invoices to the Department in sufficient detail to support the services provided during the previous month. The billing cycle will begin on the first day of each month and end on the last day of each month. Invoices must be received by the tenth day of each month. The Department agrees to pay those invoices within thirty (30) days of receipt. In the event the Department disputes a portion of an invoice; they agree to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of their position on the disputed portion of the invoice within thirty (30) days of receipt. In the event that payment is not made within thirty (30) days of receipt, the State will not be required to pay late fees. All payments should be sent to the Vendor’s identified address on record with the State of Delaware’s Division of Accounting as identified in the completion of the electronic W-9.
	8. Unless provided otherwise in an Attachment, all expenses incurred in the performance of the services are to be paid by the Vendor. If an Attachment specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
	9. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by the Vendor, the Division of Accounting will work with the Department and Vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
	10. The Department shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor’s negligence, resulting from, or arising out of errors or omissions in Vendor’s work products, which have not been previously paid to Vendor.
	11. Invoices shall be submitted electronically to DTI\_Fiscal@delaware.gov.
2. **RESPONSIBILITIES OF VENDOR**
	1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees, and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products, and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the DTI published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Department caused by Vendor’s failure to ensure compliance with DTI standards.
	2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State, and Local statutes, codes, ordinances, resolutions, and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
	3. Permitted or required approval by the Department of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. The Department’s review, approval, acceptance, or payment for any of Vendor’s services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Department caused by Vendor’s performance or failure to perform under this Agreement.
	4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor’s associates and employees under the personal supervision of the Project Manager.
	5. Designation of persons for each position is subject to review and approval by the Department. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify the Department immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by the Department. If Vendor fails to make a required replacement within 30 days, the Department may terminate this Agreement for default. Upon receipt of written notice from the Department that an employee of Vendor is unsuitable to the Department for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
	6. Vendor shall furnish to the Department’s designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
	7. Vendor agrees that its officers and employees will cooperate with the Department in the performance of services under this Agreement and will be available for consultation with the Department at such reasonable times with advance notice as to not conflict with their other responsibilities.
	8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
	9. Vendor will not use the Department’s name, either express or implied, in any of its advertising or sales materials without the Department’s express written consent.
	10. The rights and remedies of the Department provided for in this Agreement are in addition to any other rights and remedies provided by law.
3. **REPORTS**
	1. One of the primary goals in administering this Agreement is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of this Agreement and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.
	2. A complete and accurate Usage Report (Attachment X) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this Agreement. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to DTI\_vendorservices@delaware.gov. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of this Agreement. Failure to provide the report with the minimum required information may also negate any extension clauses of this Agreement. Additionally, if the Vendor is determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.
	3. In accordance with Executive Order 49, the State of Delaware is committed to supporting its diverse business industry and population. The Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Agreement. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment X.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at DTI\_vendorservices@delaware.gov or the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Agreement has expired by the report due date.

Information on the Delaware Division of Small Business can be found in Attachment X of this agreement.

1. **TIME SCHEDULE**
	1. A project schedule is included in Attachment XX.
	2. Any delay of services or change in sequence of tasks must be approved in writing by the Department.
	3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by the Department, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, the Department shall suspend the payments scheduled as set forth in Attachment X.
2. **STATE RESPONSIBILITES**
	1. In connection with Vendor's provision of the Services, the Department shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
	2. The Department agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
	3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by the Department’s designated representatives. Department representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform Vendor by written notice before the effective date of each such delegation.
	4. The review comments of the Department’s designated representatives may be reported in writing as needed to Vendor. It is understood that the Department’s representatives’ review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
	5. The Department shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which the Department has available, including as examples only and not as a limitation:
		1. Copies of reports, surveys, records, and other pertinent documents;
		2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.
	6. Vendor shall return any original data provided by the Department.
	7. The Department shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business Vendors whenever such material is necessary for the completion of the services specified by this Agreement.
	8. Vendor will not be responsible for accuracy of information or data supplied by the Department or other sources to the extent such information or data would be relied upon by a reasonably prudent Vendor.
	9. The Department agrees not to use Vendor’s name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.
3. **WORK PRODUCT**
	1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for the Department relating to the services to be performed hereunder shall become the property of the Department and shall be delivered to the Department’s designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the Department. The Department shall have the right to reproduce all documentation supplied pursuant to this Agreement.
	2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with the Department’s rights to the materials, information and documents developed in performing the project. Upon final payment, the Department shall have a perpetual, nontransferable, non-exclusive paid-up right, and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with the Department. Any and all source code developed in connection with the services provided will be provided to the Department, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
	3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
	4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement (“Preexisting Information”) shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. The Department’s rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.
4. **CONFIDENTIAL INFORMATION**

To the extent permissible under 29 Del. C. § 10001, et seq, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement.

* 1. Confidentiality and Data Integrity

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Vendor is required to agree to the requirements in the Confidentiality and Integrity of Data Statement; Attachment X attached and made a part of this Agreement. Vendor employees may be required to sign the statement prior to beginning any work.

1. **WARRANTY**
	1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
	2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for the Department in connection with the provision of the Services, Vendor shall pass through or assign to the Department the rights Vendor obtains from the manufacturers and/or Vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.
2. **INDEMNIFICATION; LIMITATION OF LIABILITY**
	1. Vendor shall indemnify and hold harmless the State, its agents, and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys’ fees) directly arising out of:
		1. The negligence or other wrongful conduct of the Vendor, its agents, or employees, or
		2. Vendor’s breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by the Department of any notice of such claim.
	2. If the Department promptly notifies Vendor in writing of a third-party claim against the Department that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Department. Vendor will not indemnify the Department, however, if the claim of infringement is caused by:
		1. The Department’s misuse or modification of the Deliverable;
		2. The Department’s failure to use corrections or enhancements made available by Vendor;
		3. The Department’s use of the Deliverable in combination with any product or information not owned or developed by Vendor;
		4. The Department’s distribution, marketing or use for the benefit of third parties of the Deliverable or
		5. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either procure the right for the Department to continue using it, replace it with a non-infringing equivalent, or modify it to make it non-infringing.
	3. The foregoing remedies constitute the Department’s sole and exclusive remedies and Vendor's entire liability with respect to infringement.
3. **EMPLOYEES**
	1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor the Department’s request for specific individuals.
	2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee, or independent Vendor, directly or indirectly, any of the other party’s Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee, or independent Vendor and with which a party comes into direct contact in the course of the services.
	3. Possession of a Security Clearance, as issued by the Delaware Department Safety and Homeland Security, may be required of any employee of Vendor who will be assigned to this project.
4. **INDEPENDENT VENDOR**
	1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent Vendor, and is not an agent or employee of the Department and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend, and save the Department harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
	2. Vendor acknowledges that Vendor and any subcontractors, agents, or employees employed by Vendor shall not, under any circumstances, be considered employees of the Department, and that they shall not be entitled to any of the benefits or rights afforded employees of the Department, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers’ compensation insurance benefits. The Department will not provide or pay for any liability or medical insurance, retirement contributions, or any other benefits for or on behalf of the Department or any of its officers, employees, or other agents.
	3. Vendor shall be responsible for providing liability insurance for its personnel.
	4. As an independent Vendor, Vendor has no authority to bind or commit the Department. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.
5. **DISPUTE RESOLUTION**
	1. At the option of, and in the manner prescribed by the Department, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
	2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Department elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Contract shall be submitted to mediation by a mediator selected by the Department, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Department Director, for final and binding arbitration. The Department reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits or if Delaware statutory authority mandates a disclosure of associated records. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys’ fees.
6. **REMEDIES**

Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Vendor arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

1. **SUSPENSION**
	1. TheDepartment may suspend performance by Vendor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Contract after the effective date of suspension. Vendor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Department to resume performance.
	2. In the event the Department suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Contract to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.
2. **TERMINIATION**
	1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
		1. Not less than 20 calendar days written notice of intent to terminate; and
		2. An opportunity for consultation with the terminating party prior to termination.
	2. This Agreement may be terminated in whole or in part by the Department for its convenience, but only after Vendor is given:
		1. Not less than 20 calendar days written notice of intent to terminate; and
		2. An opportunity for consultation with the Department prior to termination.
	3. If termination for default is affected by the Department, the Department will pay the Vendor that portion of the compensation which has been earned as of the effective date of termination, but:
		1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
		2. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Vendor’s default.
		3. Upon termination for default, the Department may take over the work and prosecute the same to completion by Agreement with another party or otherwise. In the event Vendor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 11.b.
	4. If after termination for failure of Vendor to fulfill contractual obligations, it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.
	5. The rights and remedies of the Department and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
	6. Gratuities
		1. The Department may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by the Department that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the Department with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
		2. In the event this Agreement is terminated as provided in Section 17.f.i. hereof, the Department shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
		3. The rights and remedies of the Department provided in Section 17.f. shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
3. **TERMINATION UPON INSOLVENCY**

The State may, at its option and without notice, terminate this Agreement, effective immediately, should Vendor: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

1. **SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

1. **IRS 1075 Publication (If Applicable)**
	1. Performance

In performance of this Agreement, the Vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

* + 1. All work will be performed under the supervision of the Vendor or the Vendor's responsible employees.
		2. The Vendor and the Vendor’s employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
		3. Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.
		4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
		5. No work involving returns and return information furnished under this Agreement will be subcontracted without prior written approval of the IRS.
		6. The Vendor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
		7. The Agency will have the right to void this Agreement if the Vendor fails to provide the safeguards described above.
		8. The Vendor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.
	1. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Vendors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Vendor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

Granting Vendor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Vendor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, Vendor must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Vendor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

* 1. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Vendor to inspect facilities and operations performing any work with FTI under this Agreement for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Vendor is found to be noncompliant with contract safeguards.

1. **ASSIGNMENT; SUBCONTRACTS**
	1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of the Department shall be void. Such consent shall not be unreasonably withheld.
	2. Services specified by this Agreement shall not be subcontracted by the Vendor without prior written approval of the Department.
	3. As part of the Vendors team, Department approved subcontractors for this agreement are listed in Appendix A. Approved subcontractors may be added to or removed from this Agreement upon written approval from the Department as indicated in Appendix A.
	4. Approval by the Department of the Vendor’s request to subcontract or acceptance of or payment for subcontracted work by the Department shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
	5. Vendor shall be and remain liable for all damages to the Department caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor, or its sub-subcontractor.
	6. The compensation due shall not be affected by the Department’s approval of the Vendor’s request to subcontract.
2. **FORCE MAJEURE**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

1. **NON-APPROPRIATION OF FUNDS**
	1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
	2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and the Department’s obligations under it shall be extinguished at the end of the fiscal year in which the Department fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
2. **STATE OF DELAWARE BUSINESS LICENSE**

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502.

1. **COMPLETE AGREEMENT**
	1. This Agreement and its Appendices shall constitute the entire Agreement between the Department and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.
	2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
	3. Vendor may not order any product requiring a purchase order prior to the Department's issuance of such order. Each Attachment, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.
2. **MISCELLANEOUS PROVISIONS**
	1. In performance of this Agreement, Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
	2. Neither this Agreement nor any Attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
	3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
	4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
	5. Vendor acknowledges that the Department has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the Department may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
	6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
	7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
	8. Vendor shall maintain all public records, as defined by 29 Del. C. ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of the Department may inspect or audit Vendor’s performance and records pertaining to this Agreement at the Vendor business office during normal business hours.
	9. The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.
	10. Vendor (s) who have any employees carrying out any work related to the awarded agreement at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.
	11. Vendor must provide clear notice to the Department before making any material changes to the Vendor’s privacy policy.
3. **INSURANCE**
	1. As a part of the contract requirements, the Vendor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors must carry the following coverage depending on the type of service or product being delivered.
		1. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.
		2. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.
		3. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
			1. $1,000,000 combined single limit each accident, for bodily injury;
			2. $250,000 for property damage to others;
			3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
			4. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. § 2118; and
			5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
	2. The successful vendor must carry at least one of the following depending on the scope of work being performed.
		1. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate
		2. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate
		3. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate
	3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
	4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Technology and Information

801 Silver Lake Blvd

Dover, DE 19904

ATTN: PROCUREMENT SERVICES

* 1. Nothing contained herein shall restrict or limit the Vendor’s right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
	2. To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware’s self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
	3. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.
1. **PERFORMANCE REQUIREMENTS**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

1. **PERFORMANCE BOND**

There is no Performance Bond requirement.

1. **ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State’s or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

1. **FORMAL NOTICES**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, and emailed with a return receipt requested. All notices shall be sent to the following addresses:

Mail:

Department of Technology and Information

801 Silver Lake Blvd

Dover, DE 19904

ATTN: PROCUREMENT SERVICES

Email:

DTI\_Vendorservices@delaware.gov

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement as of the date of execution by both parties below:

|  |  |  |  |
| --- | --- | --- | --- |
| State of Delaware |  | Vendor: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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**APPENDIX A**

Agreement Number DTI240054-VIDEO\_SURV

<Insert Consultant Name>

Video Surveillance Systems

Below are theapproved subconsultants/resellers for this Agreement:

**Subconsultants/Resellers**:

**Attachment X**

STATE OF DELAWARE

MONTHLY USAGE REPORT

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**



**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to DTI\_Vendorservices@delaware.gov. It shall contain the six-digit department and organization code for each agency and school district

**Attachment X**

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

|  |  |
| --- | --- |
| **State of Delaware** |  |
| **Subcontracting (2nd tier) Quarterly Report** |
| **Prime Name:**  |   |   | **Report Start Date:**  |   |   |   |   |   |   |
| **Contract Name/Number** |   |   | **Report End Date:**  |   |   |   |   |   |   |
| **Contact Name:**  |   |   | **Today's Date:**  |   |   |   |   |   |   |
| **Contact Phone:**  |   |   | \*Minimum Required  | Requested detail |   |   |   |   |   |   |
| **Vendor Name\*** | **Vendor TaxID\***  | **Contract Name/ Number\*** | **Vendor Contact Name\*** | **Vendor Contact Phone\*** | **Report Start Date\*** | **Report End Date\*** | **Amount Paid to Subcontractor\*** | **Work Performed by Subcontractor UNSPSC** | **M/WBE Certifying Agency** | **Veteran/Service-Disabled Veteran Certifying Agency**  | **2nd tier Supplier Name** | **2nd tier Supplier Address** | **2nd tier Supplier Phone Number** | **2nd tier Supplier email** | **Description of Work Performed**  | **2nd tier Supplier Tax Id** | **Date Paid** |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
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**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format and submitted to the following email address: DTI\_Vendorservices@delaware.gov.

**Attachment X**

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**The Office of Supplier Diversity (OSD) has moved to the**

**Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

**New Address for OSD:**

Office of Supplier Diversity (OSD)

State of Delaware

Division of Small Business

820 N. French Street, 10th Floor

Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

**Dover address for the Division of Small Business**

**Local applicants may drop off applications here**:

Division of Small Business

99 Kings Highway

Dover, DE 19901

Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

**Attachment X**

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**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building

801 Silver Lake Boulevard

Dover, Delaware 19904-2407

**CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored, e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States’ data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure, or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Vendor and to any others working under the Vendor’s direction.

I, the Undersigned, hereby affirm that I have read DTI’s Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Vendor Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_